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INTERSTATE COMMERCE COMMISSION
ASSIGNMENT OF SUBLEASE AND AGREEMENT

THIS ASSIGNMENT OF SUBLEASE AND AGREEMENT made as of this 1st day of September, 1983, by EVANS RAILCAR LEASING COMPANY (formerly known as UNITED STATES RAILWAY LEASING COMPANY), an Illinois corporation having its principal offices in Chicago, Illinois, (hereinafter called "Assignor") to GREYHOUND LEASING & FINANCIAL CORPORATION, a Delaware corporation having its principal offices in Phoenix, Arizona, (hereinafter called "Assignee").

W I T N E S S E T H:

WHEREAS, Assignee has purchased New Hopper Railroad Cars (hereinafter called the "Cars"), from Evans Railcar Leasing Company for purposes of leasing such Cars to Assignor; and

WHEREAS, Assignor subleased such Cars to the William M. Gibbons, Trustee of the Property of Chicago, Rock Island Pacific Railroad Company, Debtor, pursuant to a sublease agreement entered into between Assignor, as sublessor, and William M. Gibbons, Trustee, as Sublessee; and

WHEREAS, the sublease with William M. Gibbons, as Trustee, has been terminated, and the Cars have been re-subleased ("Subleases") by Assignor to Chicago and North Western Transportation Company ("Sublessee") (a description of the Cars as attached hereto as Exhibit "A"); and

WHEREAS, pursuant to Agreement, Assignor is required to assign its rights as Sublessor under the Sublease to Assignee as security for certain prior undertakings by Assignee in connection with the Cars;

NOW, THEREFORE, the parties hereto agree as follows:

1. As security for the full, faithful and timely payment of all rental due under the Lease, Assignor hereby irrevocably assigns, transfers, and sets over unto Assignee all of Assignor's right, title and interest in, and to, the Subleases, with respect to the Cars, together with all rights, power, privileges, and other benefits of the Assignor, as sublessor under the Subleases, as they relate to the Cars, including (without limitation) the immediate right to receive and collect all rentals and other sums payable to or receivable by the Assignor, with respect to the Cars, under or pursuant to the provisions of the Subleases, and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of a default or an event of default under the Subleases, with respect to the Cars, and to do any and all other

things whatsoever which the Assignor is or may become entitled to do under the Subleases with respect to said Cars.

2. The assignment made hereby is executed only as security for the payment to Assignee by Assignor of all rents and other sums, if any, due under the Lease, and, therefore, the execution and delivery of this Assignment and Agreement shall not subject Assignee to, or transfer, or pass, or in any way affect or modify, the liability of the Assignor as sublessor under the Subleases with respect to the Cars, it being understood and agreed that notwithstanding this Assignment, all obligations of the Assignor to the Sublessee under the Subleases with respect to the Cars shall be and remain enforceable by the Sublessee, its successors and assigns, against, and only against, Assignor.

3. Assignor covenants and agrees that it will perform all of its obligations to be performed under the terms of the Subleases with respect to the Cars, and hereby irrevocably authorizes and empowers Assignee, in its own name, or in the name of Assignor, on the happening of any failure by Assignor to perform any such obligations(s), to perform or cause the same to be performed, at Assignor's expense.

4. Upon the expiration of the term of the Lease, or upon the full discharge and satisfaction of all of the obligations of Assignor, as Lessee under the Lease, the assignment made hereby and all rights herein assigned to Assignee shall cease and terminate, and all estate, right, title and interest of Assignee in and to the Subleases shall revert to Assignor.

5. Assignor hereby warrants and covenants (a) that the Subleases are on file with the Interstate Commerce Commission, are not in default, and based on the opinion of counsel for the Sublessee, are valid, in full force and effect are enforceable in accordance with their terms (subject only to bankruptcy, insolvency and reorganization laws and other laws governing the enforcement of lessors' or creditors' rights in general), (b) that the execution and delivery of this Assignment and Agreement has been duly authorized, and this Assignment and Agreement are and will remain the valid and enforceable obligations of Assignor in accordance with their terms, (c) that the Assignor has not executed any other assignment of the Subleases, and its right to receive all payments thereunder with respect to the Cars is and will continue to be free and clear of any and all liens, agreements or encumbrances created or suffered by any act or omission on the part of Assignor, (d) Assignor's principal place of business is situate in Chicago, Illinois, and (e) that notwithstanding this Assignment and Agreement, Assignor will perform and comply with each and all of the covenants and conditions in the Sublease on Assignor's part to be so performed and complied with.

6. Assignor covenants and agrees with Assignee that in any suit, proceeding or action brought by Assignee under the

Subleases for any installment of, or interest on, any rental or other sum owing thereunder with respect to the Cars, or to enforce any provisions of such Sublease, the Assignor will save, indemnify and keep Assignee harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim or recoupment whatsoever of the Sublessee thereunder arising out of a breach by Assignor of any obligation in respect of the Cars or such Subleases or arising out of any other indebtedness or liability at any time owing to such Sublessee from Assignor.

7. Assignor will from time to time take such action and execute such documents as Assignee may from time to time reasonably request in order to confirm or further assure and secure the assignment made hereby and the provisions hereof.

8. Assignor agrees that it will not, without the prior written consent of Assignee, enter into any agreement amending, modifying or terminating the Subleases, and any attempted amendment, modification or termination without such consent shall be null and void and of no effect.

9. This Assignment and Agreement shall be governed by the laws of the State of Illinois.


10. This Assignment and Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

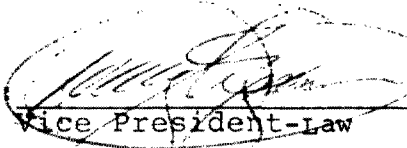
11. Assignor shall cause copies of all notices received in connection with the Sublease to be promptly delivered to Assignee at Greyhound Tower, Phoenix, Arizona 85077, or at such other address as the Assignee shall designate.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers thereunto duly authorized, as of the date first above written.

ATTEST:

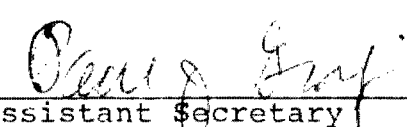
GREYHOUND LEASING &
FINANCIAL CORPORATION

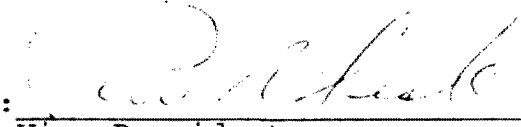

Assistant Secretary

By: 
Vice President-Law

ATTEST:

EVANS RAILCAR LEASING COMPANY


Assistant Secretary

By: 
Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

On this 1st day of September, 1983, before me personally appeared LEWIS HYNES to me personally known, who being by me duly sworn says that he is Vice President of Greyhound Leasing & Financial Corporation, and JEFFREY R. LEYTON, to me personally known to be the Assistant Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Aracy J. Stull My Commission Expires: Feb. 7, 1984
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 1st day of September, 1983, before me personally appeared PAUL R. BOAL to me personally known, who being by me duly sworn says that he is Vice President of Evans Railcar Leasing Company and PAUL J. GRIFFIN, to me personally known to be the Assistant Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan S. Mushfelder My Commission Expires: 2-1-85
Notary Public

EXHIBIT "A"

Identification Numbers	AAR Car Type Code	Date of Sublease
CNW 753333- 753421	C113	March 14, 1980
CNW 753198	C113	March 18, 1980
CNW 753000- 753131	C113	March 18, 1980
CNW 753143- 753176	C113	March 14, 1980